

SALE DEED

Zone No. _____ Rs. _____

Sale Deed of Flat No _____ in **Royal Trade Complex Apartment** constructed on **CTS No 6332 and 6338** Situated at **Manzoorpura, Aurangabad**. The Real Consideration is Rs of _____ This Sale Deed is executed today on _____th day of _____ 2018 at Aurangabad

BETWEEN

M/s. Royal Infrastructure through Its Partners

1. Mr. Mohammed Altaf Ahmed S/o. Manzoor Ahmed

Age: 46 Years, Occ: Business

R/o. Arif Colony, Aurangabad

(PAN NO. AFBPM4477K)

Hereinafter referred to the **OWNER/VENDOR/BUILDER** (which expression shall mean and include unless repugnant to the context his legal heirs, executors, survivors, administrators and assigns) of the FIRST PART.

.....2.....

AND

1) Mr _____
Age : _____ , Occ : _____
R/o. _____ Tq : _____
Dist : _____ Pan No: _____

Hereinafter referred as **PURCHASER** (which expression shall mean and include unless repugnant to the context, their heirs, executors, survivors, administrators and assigns) of the SECOND PART.

And Whereas the Vendor is the absolute owner and possessor of Flat No. _____ admeasuring _____. Super Built up area in the building known as “Royal Trade Complex” Constructed on CTS No 6332 and 6338 Situated at Manzoorpura Aurangabad. (Which is particularly described in schedule written hereunder).

Whereas the permission for the construction is also obtained from the Municipal Corporation, Aurangabad bearing construction permission vide sanction letter No. 48/2016-17 File No. 832/17/2015-16 dated 18/04/2016 for construction of the aforesaid apartment.

Whereas, as the said apartment is already registered /Declared under Sec. 2-A of the Maharashtra Apartment Ownership Act 1970, through Declaration Deed, registered on 19/10/2018 book Sr. No. 6486-2018 and thereby submitted the said building to the provisions of the Maharashtra Apartment Ownership Act.

And whereas, the flat Purchaser has gone through all the above referred documents and being satisfied with the plan and the title of the property requested the builder to allot the Flat No. _____, on _____ admeasuring _____. built up area in the building known as “Royal Trade Complex” and accordingly agreed to sell the said Flat which is specifically described in Schedule- B herein under, to the Flat Purchaser on the Following terms and Conditions.

And whereas by this Sale deed the Builder has agreed to sell and purchaser has been agreed to purchase the said flat for total Consideration of _____. The Said Consideration is paid by the flat purchaser to the Vendor as under:-

Rs. Paid by Cash on _____

Rs. Paid through cheque No. _____ dated _____ drawn on _____

Rs. Paid through _____ dated _____ drawn on _____

Rs. Paid Through pay order No. Dated drawn on -----
Thus the builder has received an entire consideration amount of Rs
_____ and hereby acknowledges the same.

**IN WITNESS WHEREOF THIS INDENTURE IS BEING EXECUTED BETWEEN THE
PARTIES ON THE FOLLOWING TERM AND CONDITIONS:-**

- 1) THAT, the Builder/Seller transfer the flat described in Schedule annexed hereto and conveyed the same to the purchaser for the total consideration mentioned hereinabove.
- 2) That the possession of the said FLAT under sale is already delivered to the purchaser, and the purchaser is satisfied in all respects so far quantity, quality and amenities and the purchaser can use and utilize the same as per his wish and desire as an absolute owner and possessor their off without any obstruction and interference in the same by the Builder or his successors of Flat by the purchaser.
- 3) That the builder do hereby grant, transfer, assign and convey the said unit, with a prorate right along with other apartment owner in the common parking, terrace, staircase, common space etc. and common electricity and water etc. as stated in the Declaration by the Builder registered with the Sub- Register, referred to above as per provision of sec. 2-A and 11 of Ownership Apartment Act.
- 4) That, the flat hereinafter referred hereby transferred, conveyed, sold and assured into the name of purchaser is capable of individual utilization and facilities, of the building and on the basis of the sale thereof the owner obtaining particularly and exclusive property right to the said unit and the right of the owner in connection with said flat is hereditary transferable within the meaning of provision of Transfer of Properties Act of any law for the time being in force in the State of Maharashtra.
- 5) That the said has the benefit of the pro-rata individual but ascertained right in the common amenities common support, and common facilities available to the entire building as set out in the Deed of Declaration. The right of enjoyment of the common facilities and common amenities and common support through ascertains not capable of being divided a no suit or other proceeding shall be instituted by the purchaser for separate division of the said amenities and facilities allocable to the purchaser. The right acquired by the purchaser by these presents shall not be capable of being altered or modified except with the consent of Apartment owner of building from the time being holding or owing the flats in the said building.
- 6) That, the builder has given the possession of the said flat hereby conveyed and that is shall be lawful for the said purchaser from time and all times hereafter to use, occupy and posses and enjoy the said flat hereby conveyed with its appurtenance, and for their own use and benefit without any interruptions, claims or demand from the said builder or any lawful persons through them

7) That the purchaser agreed to abide by rules and regulation in condominium of Apartment owners and to pay his share in the common repairs to the entire building.

8) That the purchaser as an apartment owner agrees to maintain interior of his flat unit in good state repairs and not cause any damage to be done to any common supports, common roofs or common flooring of the building.

9) That, the purchaser as an Apartment owner agrees to get this flat unit assessed separately from Aurangabad Municipal Corporation and to pay and keep on paying the taxes as assessed in respect of his flat and in respect of the common areas and common amenities available to entire condominium of Apartment owners and he agrees to pay and keep on paying the same to the condominium (Association) wherever called upon to do so.

10) That, the purchaser as an Apartment owner agrees to abides the rules and regulations framed from time to time by the Association of the building.

11) That, the purchaser is at liberty on the basis of this document to get his/her name duly entered into the City Survey record and the Municipal record at Aurangabad and the Builder agrees to give reasonable assistance as may be asked for by the purchaser.

12) That, it is agreed between the Builder and Purchaser that the purchaser will have proportionate share in staircase and open plot on which the building is erected together with other flat owners of the building in terms of Deed of Declaration referred above.

13) That subject to the purchaser observing and performing his part of obligation herein above set out in the declaration under section Of the Maharashtra Apartment Owner Ship Act, 1970 the builder assured the purchaser of free and marketable title to said flat units from any legal claim.

14) That, the Builder hereby indemnify the flat purchaser that the flat under sale is free from all types of encumbrances and it is not subject to any charges as mortgage, lease or no loan from any financial institution or Government or private party is obtained on the same by the Builder.

15) That, the Builder hereby undertake that all the charges, taxes, case of the flat under sale are already paid by them up to the date of this sale deed, if any taxes, case or any other charges of local authority or State Government or any other charges up to the date of sale deed are found due that will liable on the part or Builder. But from the date of this sale deed, the flat purchaser will be liable to pay the taxes of his flat separately.

IN WITNESS WHEREOF the parties under unto have signed this deed at Aurangabad on day and date first hereinabove written

THE SCHEDULE- A HEREIN ABOVE REFFERED TO

CTS No 6332 and 6338, totally admeasuring 476.6 Sq.Mtrs Situtaed at Manzoorpura, Aurangabad within the limit of Aurangabad Municipal Corporation, Aurangabad or there about within the registration District and Sub-district of Aurangabad within limits of Aurangabad and which is bounded as under :-

EAST CTS NO 6333, 6334, and 6335

WEST Masjid and CTS No 6331 and 6339

SOUTH 12.0 Mtrs Road

NORTH CTS No 6337 and 6336

THE SCHEDULE- B HEREIN ABOVE REFFERED TO

Flat No _____ admeasuring _____. built up area (Super built area)in the building known as “Royal Trade Complex ” Constructed on, CTS No 6332 and 6338, Situated Manzoorpura , Aurangabad and which is bounded as under :-

East :

West :

South :

North :

SIGNED SEALED AND DELIVERED

By the with named Owner/ Vendor/ Builder

M/s. Royal Infrastructure

Mr. Mohammed Altaf Ahmed S/o Manzoor Ahmed

SIGNED SEALED AND DELIVERED

By the with named Flat Purchaser

1).

In Presence of Witness

1)

2)